

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 5672 of 1997

For Approval and Signature:

Hon'ble MR.JUSTICE R.K.ABICHANDANI

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?
1 Yes 2 to 5 No

HITENDRA HIRALAL PATEL

Versus

DIRECTOR AGRICULTURAL MARKETING & RURAL FINANCE

Appearance:

Special Civil Application Nos. 5672 of 1997, 5813 of 1997
and 5828 of 1997

MR KS JHAVERI for Petitioner

MR. U.A. TRIVEDI, A.G.P. for Respondent No. 1 & 2

MR. TUSHAR MEHTA for respondent No. 3

MR.M.B. GANDHI, for intervener

Special Civil Application Nos. 5841 of 1997 and 5843 of
1997

MR. K.S. ZAVERI, for the petitioner

MR. P.G. DESAI, G.P. for respondent Nos. 1 and 2

MR. TUSHAR MEHTA for respondent No. 3

MR. M.B. GANDHI for intervener

Special Civil Application Nos. 5877 of 1997, 5878 of 1997, 5879 of 1997, 5880 of 1997, 5896 of 1997, 5897 of 1997, 5898 of 1997, 5908 of 1997, 5909 of 1997, 5910 of 1997, 5923 of 1997

MR. HARIN RAVAL, for the petitioner

MR. P.G. DESAI, G.P. for respondent No. 1 & 2

MR. TUSHAR MEHTA / MR. MEHUL VAKHARIA for respondent No. 3

MR.M.B. GANDHI for intervener

CORAM : MR.JUSTICE R.K.ABICHANDANI

Date of decision: 09/09/97

COMMON ORAL JUDGEMENT

Rule in each of these petitions. The learned counsel who are appearing for the respondents waive service of rule. Both the sides request for final disposal of these petitions.

The grievance of the petitioners is that the respondent No. 1 Director has cancelled the allotment of shops which was made to the petitioners without hearing the petitioners. These shops were allotted to the petitioners admittedly around 28.9.1996 under identical agreements. The allotment was on rental basis for a period of 11 months and 29 days as stipulated in clause 16 of the Agreement. Therefore, subject to cancellation of allotment on any other ground stipulated in the Agreement the petitioners were entitled to continue on the basis of this allotment till the period of 11 months and 29 days was over, at the end of which the tenancy came to an end by efflux of time as stipulated in clause 16. Therefore, before cancelling the allotment within that stipulated period it was incumbent upon the Director to have heard the petitioners. The Director had authorised the Inquiry Officer to hold an inquiry but he made the final orders without hearing the petitioners. The allotments have been set aside on the ground that the petitioners in all these cases were relatives of the members of the Market Committee. The relationship of each of the petitioners with the members of the Market Committee has been pointed out and there is no dispute about it. However, even before setting aside the allotment on this ground it was incumbent on the part of the Director to hear the petitioners. The impugned

orders issued by the respondent Director against these petitioners cancelling their allotment cannot therefore be sustained and are hereby set aside. It will be open for the Director to pass fresh orders after hearing the petitioners before termination of the tenancy by efflux of time under clause 16 of the Agreement i.e. before 27.9.1997 or issue other directions in the matter in accordance with law. Rule is made absolute accordingly with no order as to costs in each of these petitions.

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